



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Balfour Beach Inn
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for outstanding utilities. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2014. Rent in the amount of \$650.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$325.00. The tenancy agreement indicates that the tenant, CW, was to be the only tenant occupying the rental unit. The agreement also indicates that the tenant was responsible for all utilities except water, taxes and garbage. Two other words are indicated as utilities payable by the landlord, the first of which appears to read as "cable/..." and the second word is not legible on the landlord's copy of the evidence.

During the tenancy the tenant made several payments of \$50.00 per month toward electrical bills. At one point during the tenancy an acquaintance of the landlord used

some of the electricity at the rental unit to do some repairs on a boat. The tenancy ended at the end of February 2016.

Landlord's Claim

The landlord stated that the tenant did not pay all of the electrical bills, and at the end of the tenancy she owed \$1,195.81.

The landlord stated that he told his acquaintance, DO, to go up to the tenant's rental unit and use her power to do work on his boat, and then arrange to reimburse the tenant for the power. The landlord estimated that the amount of time that DO used the tenant's electricity was maybe three times for one hour each time.

Tenant's Response

The tenant stated that DO never offered to compensate her for the power he used when he did work on his boat. The tenant stated that the work DO did was sanding a sailboat in her front yard.

Analysis

I find that the tenancy agreement is sufficiently clear that the tenant was expected to pay for electricity, and she understood and agreed to pay for electricity. However, the landlord did not provide sufficient evidence to establish when or for how long DO used the tenant's electricity to do work on his boat. The landlord provided no evidence that the tenant agreed to let DO use her power and then compensate her for it. It is unconscionable and grossly unfair for the landlord to expect the tenant to pay for electricity that she did not use. As the landlord did not provide evidence to calculate an appropriate deduction from the electrical bills, and the tenant did not make an agreement with either the landlord or DO regarding the use and compensation of that electricity, the landlord's claim must fail.

As the landlord's application was not successful, he is not entitled to recovery of the filing fee for the cost of this application.

Conclusion

The landlord's application is dismissed.

I note that the landlord did not apply to keep the security deposit, and it was not made clear in the hearing whether the landlord continued to hold the deposit. It is open to the tenants to apply for recovery of the security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 26, 2016

Residential Tenancy Branch